MYSORE FOREST DEPARTMENT.

Notification dated 25th October 1924.

It is hereby notified for general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrut Mahal kavals, State Forests, Reserved lands and Plantations for two years from 1st July 1924 to 30th June 1926, will be resold talukwar by public auction by the Deputy Commissioner of the Kadur District or in his absence by an Assistant Commissioner deputed by him for the purpose on the date and at the place specified below :—

Taluk comprised	Place of sal	Date of sale	Officer conducting the sale
KADUR DISTRICT.			
1. Tarikere ... ... 2. Narasimharajapura	Sandal Koti, Tarikere.	14th Nov. 1924 ...	Deputy Commissioner or an Assistant Commissioner deputed by him.

REMARKS.—Excludes the produce of inam, jodi, kayamgutta, sarvamanya, kandayam and other lands, which are in the occupancy of private individuals as well as village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavtana and other lands set apart for communal purposes :—

1. Hunse, 2. Mavu, 3. Seege, 4. Cocoanut, 5. Hippe, 6. Neralu, 7. Halasu, 8. Jali, 9. Honge seeds and leaves, 10. Byala.

N.B.—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

Tamarind fruit	Kan pepper	Maddi
Seege kayi	Kan cardamom	Chilladabija
Gum	Nissam buds	Chagachebija
Honey	Halmaddi	Guggala
Bees-wax	Hulgal seeds	Neem seeds
Kapilarang	Cinnamon seeds	Cashewnut
Gerubija or marking nut	Vetehulli	Pappilichakke
Wood apple	Bende fibre	Hippe seeds
Lichens	Wild olive	Mango fruits
Maradipoppu or charpoppu	Silk cotton	Kalluhuvu
Horns	Kirichal (State Forest)	Makliberu (State Forest)
Hides	Pith	Sogadeberu do
Karikayi	Linseed	Kakkekayi
Kanchagache	Bolar bark	Somechekke
Gallnut	Pot stone	Lebi fruit
Antavaladakai	Rampatra or kanpetre	Inglara
Guricharlu	Jungle saffron	Nili seeds
Wild castor seeds	Patanga	Nux-vomica

2. The auction will commence at 2 P.M. and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (i) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5 and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale, and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale, in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the Conservator of Forests who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

7. The successful bidders shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government right, but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value, procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law in force for the time being.

N.B.—The solvency and the respectability of the sureties should be proved to the satisfaction of the Deputy Commissioner and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of three-fourths of sale amount will be paid in three equal instalments as follows :—

First khist	on or before	1st December 1924.
Second	do	1st March 1925.
Third	do	1st July 1925.

In default to pay the instalments on the due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others, without the previous sanction of the Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease, and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the officers of the Revenue and the Police Departments, of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate

copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

N.B.—Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove, out of the limits of the taluk before the 30th June 1926 all the produce collected and sorted under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the minor forest produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised right of inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the minor forest produce; any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be canceled or the security amount forfeited in whole or in part, or both these penalties will be enforced at the discretion of the District Forest Officer or the Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue, but not participate in any profits.

B. V. RAMA IYENGAR,
Conservator of Forests.

SAGAR FOREST DIVISION.

Notification dated 13th October 1924.

It is hereby notified that the right to cut and remove the following trees marked for felling in the coups of the several Forests of the Sagar Division, will be sold by public auction by the District Forest Officer, Sagar Division.

Name of Range	Name of Forest	Coupe No.	Place and date of sale	Description of timber
Sagar	1. Iduvani State Forest ..	I	Jog travellers' bungalow 8th December 1924.	The trees of different species available for felling in each coupe will be furnished at the time of sale.
	2 Jog State Forest ..	I		
	3. Karyal State Forest ..	I		

1. The successful bidder will, immediately after the sale, deposit Rs. 100 as security or each coupe.

2. The final acceptance of the sales will rest with the Conservator of Forests who does not bind himself to accept the highest bid or to assign any reasons whatever for the rejection of any bid.

3. The successful bidders will, within a week of the receipt of the intimation of the acceptance of his bid, execute an agreement accepting the terms specified below; in default, the sale will be cancelled and deposit forfeited to Government:—

(*a*) That he binds to fell, collect and remove the timber he has purchased before the 15th June 1925.

(*b*) That trees shall be felled in consecutive order as they are marked, Picking and choosing will not be allowed.

In felling trees, care should be taken to fell so as not to cause damage to the surrounding growth.

(c) That he shall fell the trees he has purchased and dress the logs on the spot. He will not be bound, however, to remove such logs, as the District Forest Officer may declare to be unsound and unfit for sale without recourse to sawing. The District Forest Officer's decision regarding the over-dressing of logs shall be final and the purchaser should pay the amount for such wastage as calculated by the District Forest Officer.

(*d*) That he binds himself to pay for and remove all marketable portions of a tree either in logs, pieces or poles.

(*e*) That the timber prepared out of each tree shall be measured and stamped by the Range Officer or such other officer, as the District Forest Officer may authorize at the stump. Until the timber is marked at the stump, the timber shall not be removed.

(*f*) That he shall pay for all the timber measured as per clause (*e*) before removal from the forest or the depot fixed by the District Forest Officer.

(*g*) That all removals should be effected under passports issued by the Forest Officer in charge of the Forest or Depot and on presentation of the treasury receipt for the value of the timber he intends to remove.

(*h*) That if any tree other than the one bearing the departmental stamp impression or a tree that he has not purchased is felled, he will pay a fine not exceeding Rs. 15 for each tree.

(*i*) That the timber paid for, but not removed within six months of the termination of the contract, shall lapse to Government.

(*j*) That he agrees that such timber as may not be paid for before the 15th June 1925, shall lapse to Government.

(*k*) That he agrees to abide by the rules of the department, as regards kindling of fires and holds himself responsible for any forest offences committed by his agents, employees and workmen.

(*l*) That he agrees to the cancellation of the contract and the forfeiture of his deposit for breach of any of the terms of the contract.

(*m*) That he agrees to maintain a register in the form prescribed by the District Forest Officer showing the serial number and kind of tree felled and the outturn of timber for each tree, which will be open to the examination of all Forest Officers.

Note:—Elephant could be hired when available, on payment of a hire of Rs. 6 per male and Rs. 5 per female for working day of six hours (rations for the elephants to be supplied by the hirer).

K. REVANNA,
District Forest Officer